

AVIS RENT A CAR SYSTEM, INC.
(Rent A Car Division)

and

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 32,
AFL-CIO-CLC

Philadelphia, PA
Rental Sales Associates,
Customer Service Representatives & Dispatchers
10/14/17 - 10/13/21

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	Recognition	1
2	Union Security	1
3	Check Off	1
4	Seniority	2
5	Leaves of Absence	4
6	Military Leave	5
7	Job Stewards	5
8	Standards of Conduct and Discharge of Employees	6
9	Grievance Procedure	8
10	Work Week	9
11	Vacations	11
12	Holidays	12
13	Bereavement	13
14	Health and Welfare	13
15	Successors and Assigns	13
16	Strikes, Stoppages and Lockouts	14
17	Uniforms	14

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
18	Sick Pay	15
19	Jury Duty	15
20	Bulletin Boards	15
21	No Discrimination	15
22	Separability	16
23	General	16
24	Management Rights	16
25	Wages	17
26	Management Trainees	17
27	Driver's License	17
28	Part-Time Employees	17
29	Pension Plan	18
30	Avis Voluntary Investment Savings Plan for Bargaining Unit Employees	20
31	Accident and Sickness Insurance	20
32	Court Appearances	20
33	Duration and Termination	21
	APPENDIX "A" - Wages	22
	APPENDIX "B" - Drugs and Alcohol Procedure	23
	APPENDIX "C" - Vacation Pay and Vacation Eligibility	24
	MEMORANDUM OF AGREEMENT – Four/Ten Shifts	25
	MEMORANDUM OF AGREEMENT – Pension Plan	27
	MEMORANDUM OF AGREEMENT – RSA, CSR and Dispatcher Classification	28

AGREEMENT

This AGREEMENT entered into by and between AVIS RENT A CAR SYSTEM, INC., Rent A Car Division (hereinafter referred to as the "COMPANY" or "EMPLOYER") and LOCAL 32, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC, (hereinafter referred to as the "UNION").

ARTICLE 1

Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent for all of its' Rental Sales Agents, Customer Service Representatives and Dispatchers employed by the Rent A Car Division in Philadelphia, Pennsylvania, excluding supervisors as defined in the Act and all other employees. The Company will bargain collectively with the Union with respect to rates of pay, hours of work and other conditions of employment for these employees.

ARTICLE 2

Union Security

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment.

ARTICLE 3

Check-Off

The Company, upon written authorization from the employee, shall deduct initiation fee, monthly membership dues, and uniform assessments on the first pay day of each month following the receipt of authorization and remit the aggregate sum to the Financial Secretary of the Union together with an itemized statement showing the source of such deductions.

The authorization shall be effective and irrevocable for a period of one (1) year from its date or until the termination date of this Agreement whichever occurs sooner, but shall continue in full force and effect for year periods thereafter unless revoked by the employee by written notice to the Company and the Union within ten (10) days following the expiration of any anniversary date of the authorization or of this Agreement.

ARTICLE 4

Seniority

Section 1

New employees covered by this Agreement may acquire seniority after ninety (90) days. The Employer may extend an employee's ninety (90) day probationary period to one hundred twenty (120) days of employment by written notification to the Union and the Employee by no later than the eighty-fifth (85th) day of the employee's employment. After acquiring seniority after ninety (90) or one hundred twenty (120) days of employment (whichever is applicable), an employee's seniority will date back to the original date of employment. Until the employee acquires seniority, he/she shall be considered a probationary employee and may be discharged without cause and without recourse by the Union.

In order to determine the seniority status of employees hired on the same day, the last four digits of their social security number will be used (the highest number will be the more senior).

Probationary employees without seniority shall not receive credit for time off sick for the ninety (90) days of employment required to acquire seniority, and in no case shall a probationary employee's name be placed on the seniority list while away from work on a sick leave.

Section 2

The Company will furnish the Union with up-to-date seniority lists every three (3) months.

Section 3

Seniority shall be based upon length of employment, shall prevail by classification, and shall be applicable to layoffs, recall, and choice of vacation periods. Choice of shift location shall be based on seniority lists every three (3) months.

The general shift bid shall take place no later than April 12 and October 12. The general shift bid shall take place on or about the first Saturday in April and on or about the first Saturday in October. Employees shall be entitled to six (6) days' notice of change of shift under the general bid procedures.

Section 4

In the event the Company determines an opening exists, the Company will post job vacancies which may arise between shift bids, internally, for a period of seven (7) days. Any employees, regardless of his classification, may apply for such positions. If two or more employees are equally qualified, the position will be awarded to the employee with the most bargaining unit seniority.

Section 5

Seniority shall be broken for any of the following reasons:

- (a) If the employee quits or retires;
- (b) If the employee is discharged;
- (c) If an employee on layoff fails to return within five (5) days after being notified to report for work by certified mail to his last known address and does not give a satisfactory reason therefore;
- (d) If an employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff up to twelve (12) months.

Section 6

In the event of a reduction in force, employees will be laid off or transferred on the basis of seniority, and in increasing the work force, employees will be recalled in the reverse order in which they were laid off, except that if the layoff results from an airline or other transportation strike or civil disorder, seven (7) days' notice of layoff shall be given.

Section 7

Stewards shall have super seniority for the purpose of layoffs providing they have five (5) or more years of seniority, subject to federal law.

Section 8

Where the employee is promoted or transferred to a position outside of the bargaining unit but within the Avis organization, he/she shall retain her Union seniority for ninety (90) days thereafter at which time it shall cease.

Section 9 Temporary Assignments

Any employee who accepts a transfer to another location for a specified period of time (not to exceed ninety (90) days) shall retain all rights and benefits under the labor Agreement upon his/her return to his/her original job location as though he/she had never left.

ARTICLE 5

Leaves of Absence

Section 1

A leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days upon application of the employee to and approval by the Employer. Such leaves of absence may be extended by mutual agreement. Seniority will accumulate during the leave.

All of the above leaves of absence, including sick leave, are granted subject to the following conditions:

- (a) The return of any employee to work before the expiration his leave of absence is at the option of the Employer;
- (b) An employee who fails to report for work within three (3) working days after the date of the expiration of the leave shall be considered as having voluntarily quit unless he has a satisfactory reason.

Section 2 Medical Leaves of Absence

In the event of off the job illness, injury or pregnancy which prevents the performance of regular duties, an employee with one (1) or more years of continuous service and who has worked a minimum of 1250 hours in the prior twelve (12) month period will be granted a leave of absence after medical evidence satisfactory to the Employer is presented for a period not to exceed six (6) months. If the illness or injury continues beyond six (6) months, such leave will be extended for an additional period up to six (6) months provided medical evidence satisfactory to the Employer is presented. The employee shall keep his immediate supervisor informed monthly in writing of the approximate time when he will be able to resume his regular duties. The employee's return to work shall be subject to the approval of the attending physician and/or the Employer's designated physician. Seniority shall accumulate during the leave, except for wage progression, which shall be limited to the first thirty (30) days of the leave.

Section 3 FMLA

The Company and the Union agree to comply with the terms of the Family Medical Leave Act of 1993 as amended.

ARTICLE 6

Military Leave

Any employee who enters into active service in the Armed Forces of the United States will be given a leave of absence for and will accumulate seniority during such period of service, and upon termination of such service shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment as may be available which he is capable of doing at the current rate of such work, provided he has not been dishonorably discharged, is physically and mentally able to do the work and reports for work within ninety (90) days of the date of such discharge. Employees will be permitted to use vacation time for reserve commitment.

ARTICLE 7

Job Stewards

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing; or
 - (b) if not reduced to writing, are of a routine nature and do not involved work stoppages, slowdown, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards and grieving employees shall be permitted to process grievances during working hours without loss of regular time or pay, but shall not be permitted to leave assigned work and/or location without the Employer's permission. Such time spent in processing grievances shall be considered working hours in computing daily and/or weekly pay, but shall not include overtime pay.

Where an employee is requested to attend a meeting with a Representative of the Employer for the purpose of receiving a disciplinary action (warning letter, suspension or discharge), the employee shall have the right to request that any job steward attend such meeting (unless a conflict of interest exists). This meeting may occur in person or by phone/video chat. Upon the making of such request, disciplinary action shall be postponed until any job steward is present. If the job steward is unavailable, a representative of the Union shall be called.

The Employer agrees that up to two (2) job stewards shall be granted one (1) paid day off per contract year to attend a Union function. It is agreed that the Union shall provide the Employer at least thirty (30) days advance notice of any such Union function.

ARTICLE 8

Standards of Conduct and Discharge of Employees

Section 1

There are some uniform standards of conduct of employees which must be maintained. The employees shall endeavor to maintain a neat and dean appearance and shall be courteous to the public at all times.

The Company will not discharge or suspend any employee without just cause and shall give one (1) warning of a complaint against such employee in writing to the Union and the employee before he/she is discharged or suspended. Such warning letter shall be null and void after twelve (12) months.

Discharge or suspension must be by proper written notice to the employee affected with a copy sent to the Union. The following is a representative list of offenses for which no warning notice is necessary. This list is not all-inclusive.

- Dishonesty
- Fighting
- The possession, sale, dispensation, use of being under the influence of intoxicating beverages or narcotics while on duty or on Company premises

- Failure to immediately report any accident which has resulted in personal injury or property damage
- Permitting unauthorized persons to ride in company vehicles
- Failure to carry out reasonable instructions that do not conflict with the terms of this Agreement
- Willful destruction of property belonging to the Company, the public or fellow employees
- Absence of three or more days without notifying the Company
- The possession, sale or use of weapons while on duty or on Company premises
- Becoming involved in a serious motor vehicle accident while driving a Company car as a result of negligence or recklessness
- Refusing to carry out a direct order of a supervisor
- Using a Company vehicle for personal use without permission
- A proven violation of the Company's Work Rules (see section on Work Rules below)

Section 2 Work Rules

The Company and the Union agree that a proven violation of the Company's established Work Rules may result in an employee's immediate termination. In the event the Company modifies the current Work Rules in any way, a copy of the revised Work Rules will be sent to the Union.

Section 3

The Employer is required to take disciplinary action or notify the employee that disciplinary action is being considered within five (5) days of the Employer's knowledge of the incident for which disciplinary action is being considered.

Section 4

A discharged or suspended employee must advise his local Union in writing within two (2) working days after receiving notification of such action against him of his desire to grieve the discharge or suspension. Notice of grievance for discharge or suspension must be made to the Employer in writing by the Union within five (5) days of the date of discharge or suspension.

Section 5

Grievances not filed with the above time limits shall be deemed waived unless extension is agreed to mutually by the parties.

ARTICLE 9

Grievance Procedure

Should any grievance arise with respect to the interpretation of this contract only, excluding general wage rates, every effort shall be made to settle the grievance in the following order of steps:

- Step I: Between the job steward and the representative of the Employer (the job steward may, if the affected employee prefers, handle the grievance in the first instance).
- Step II: Between the business representative of the Union and the Employer's representative in charge.
- Step III: Between the business representative of the Union and the City Manager of the Employer.
- Step IV: A grievance, excluding general wage rates, not settled during the foregoing Steps I through IV, shall be referred to arbitration within five (5) business days by notifying the other party in writing. If the parties cannot agree on an arbitrator, they shall ask for an arbitrator from the Federal Mediation and Conciliation Service.

All steps in the Grievance Procedure shall be presented in writing within five (5) business days of their occurrence (Saturdays, Sundays, and holidays excluded), and must be answered in writing within five (5) business days by the Employer. Any grievance not filed within the aforementioned time limit or processed at any step within five (5) business days, (Saturdays, Sundays and holidays excluded), shall be deemed waived and settled, unless the time is extended by mutual agreement. If the Union or Employer are unable to agree as to the settlement of the case it may be referred to the Federal Mediation and Conciliation Service requesting an arbitrator within ten (10) business days after the above notice of appeal is given to the Employer.

Both parties agree to accept the decision of the arbitrator as final and binding. If either party fails to agree on an arbitrator or fails to comply with the award of the arbitrator or with the procedures of this Article, the other party has a right to take all legal and economic action to enforce compliance.

The expenses of the arbitrator including his fee, if any, shall be shared equally by the parties. Each party shall pay its own costs of preparation and presentation.

ARTICLE 10

Work Week

Section 1

It is understood and agreed that because of the unusual nature of the Company's business, the operation shall be on a seven (7) day week basis. It is further understood and agreed that the Company shall have the right to establish the various shifts, whether it be day, night or Sunday, in order to cover all phases of its business, so long as the working schedule or shifts are not more than five (5) consecutive days of eight (8) hours each, inclusive of one (1) fifteen (15) minute paid lunch break which employees shall be required to swipe-in/out.

The Company reserves the right to establish shifts of four (4) days of ten (10) hours each, inclusive of one (1) fifteen (15) minute paid lunch break which employees shall be required to swipe-in/out, with at least two (2) consecutive days off. Overtime shall be paid after ten (10) hours per day and paid time off shall be calculated based on hours.

Section 2

Time and one half shall be paid for all work performed in excess of eight (8) hours per day or forty (40) hours in any work week.

Section 3

Double time shall be paid for all work performed on the seventh (7th) consecutive day worked by any employees. If the seventh (7th) consecutive day falls into the next pay period, compensation will be in that pay period.

Section 4

Overtime payments in excess of forty (40) hours in any work week or for the seventh (7th) consecutive day provided in Article 10 herein shall not be paid where the overtime arises and is caused by the changing of shifts resulting from the bid procedures.

Section 5

An employee called into work or scheduled to work on his/her day off will be guaranteed a minimum of four (4) hours' work at the applicable rate.

Section 6

No overtime will be paid for unless authorized and approved by either the station manager or someone acting in a managerial capacity.

Section 7

For the purposes of computing overtime pay, paid holidays which occur during the scheduled work week of an employee or court appearances shall be treated as time worked.

Section 8

Overtime shall be administered in the following manner:

Overtime of four (4) or less hours will be offered to employees on duty at the location where the overtime is needed in seniority order. If there are insufficient volunteers, then the Company may mandate overtime by inverse seniority from the location where the overtime is required.

Overtime of more than four (4) hours will be offered by seniority. The Company will allow a one hour shift overlap for voluntary overtime opportunities. If there are insufficient volunteers, then the then the Company may mandate overtime by inverse seniority from the location where the overtime is required.

Mandated overtime on a shift will be assigned by roll down seniority beginning with the least senior employee going off duty at the time that the overtime is needed and shall continue rolling down to the next junior employee going off duty during the period of the forced overtime until the entire shift is covered.

The Company agrees to rotate mandatory overtime to the next senior employee after an employee has worked sixteen (16) hours mandatory overtime in a workweek.

Section 9 Required Notice of Unavailability

In the absence of an emergency, an employee who has signed up for or has verbally agreed to work certain overtime hours must provide the Company with at least 24 hours' notice that he or she will be unable to work those scheduled hours. An employee's verbal commitment to work the overtime will be treated the same as a signature. An employee's failure to work the scheduled shift or, in the case of unavailability, to notify the Company of his/her inability to work, may subject the employee to discipline.

ARTICLE 11

Vacations

Section 1

Vacation entitlement is based upon an employee's date of hire (anniversary date). Earned vacation must be taken during an employee's anniversary year. Vacation scheduling will be from January 1st to December 31st. This time frame is for bidding purposes only. The following vacations with pay shall be granted:

Employees shall receive one (1) weeks' vacation after attaining one (1) year's seniority; Two (2) weeks' vacation after attaining two (2) years' seniority; Three (3) weeks' vacation after attaining five (5) years' seniority; Four (4) weeks' vacation after attaining ten (10) years of seniority; and Five (5) weeks' vacation after attaining twenty (20) years of seniority.

Employees will be allowed to take two (2) consecutive vacation weeks. Employees with only one (1) year of seniority and employees with more than fifteen (15) years' seniority will be allowed to take an additional week's vacation without pay if they so desire.

Employees with three (3) or four (4) weeks' entitlement will be allowed to take one (1) of those weeks in increments of less than five (5) days. No more than two (2) employees may be off at the same time. Notwithstanding this, management shall have the right to allow more than two (2) employees to be off at the same time if business needs permit.

Employees with fifteen (15) or more year's seniority may use one (1) additional week vacation (maximum of ten (10) days), in increments of less than one (1) week. Except in cases of emergency or advance notice is not possible, all requests for time off must be made in advance and are subject to approval by the Company. Such requests will not be unreasonably denied.

Section 2

Employees must work a minimum of one thousand nine hundred (1,900) hours in their anniversary year in order to receive full vacation pay. Employees who work less than one thousand nine hundred (1,900) hours will receive a pro-ration of vacation pay. Employees who work less than one thousand forty (1,040) hours will receive no vacation pay. Paid vacation, paid holidays and paid sick pay shall count as time worked for purposes of this section.

ARTICLE 12

Holidays

Section 1

For each eligible employee upon ratification the Company will pay eight (8) hours straight time pay for each of the following holidays:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day After Thanksgiving
Good Friday or Yom Kippur	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	Martin Luther King's Birthday

* Three (3) Personal Holidays (effective each contract anniversary date 10/14)

* Personal Holidays: No more than two (2) employees shall observe the same Personal holidays. Notwithstanding this, management shall have the right to allow more than two (2) persons to be off at the same time if business needs permit. Taking a Personal holiday requires the prior authorization of management. Employees should give the Company at least two (2) weeks' notice of the day they wish to observe as the holiday. One (1) personal holiday may be utilized with two (2) days' notice.

Section 2

To be eligible for holiday pay, employees must have worked the last scheduled work day before and after the holiday within the employee's scheduled work week. An employee absent due to illness the day before or after the holiday verified by a medical certificate stating inability to work, will, if otherwise entitled thereto, be paid for the holiday.

Section 3

If the holiday falls on an employee's scheduled day off, he shall receive holiday pay.

Section 4

If the holiday falls within the two (2) day period before or after the employee's vacation period*, employees with five (5) or more years of service shall receive an extra day's vacation with pay or an extra day's pay by mutual agreement. The employee must provide the Company with two (2) weeks' advanced notice prior to vacation.

* For purposes of clarification, a vacation period is considered to be the number of vacation days for which an employee is compensated.

Section 5

An employee on approved leave of absence returning to work following the holiday but during the calendar week in which the holiday fell shall be eligible for pay for that holiday.

Section 6

A holiday shall be paid at twice the straight time rate for all hours worked plus holiday pay for employees on the payroll October 15, 1987. For employees hired between October 15, 1987 and October 15, 2005, all hours worked on Thanksgiving, Christmas and New Year's Day will be paid at twice the straight time rate for all hours worked plus holiday pay. All other fixed holidays shall be paid at time and one-half for all hours worked plus holiday pay. Employees hired after October 15, 2005 shall be paid time and one-half for all hours worked plus holiday pay.

ARTICLE 13

Bereavement

Where death occurs of an employee's immediate family, three (3) days leave with pay shall be granted. "Immediate family" is defined as current Mother-in-law, current Father-in-law, brother, sister, current step-parents and grandparents. Where death occurs of an employee's current spouse, domestic partner, child or parent, five (5) days leave with pay shall be granted.

ARTICLE 14

Health and Welfare

Effective February 1, 1994, eligible full-time employees and their qualified dependents may participate in the Company's Health, Dental, Vision and Life Insurance Plans. Employees will be governed by the rules and regulations of said Plans and will make the necessary contributions as established by the Company. Eligible employees may also opt and pay for Optional Life Insurance and Voluntary Accident Insurance.

ARTICLE 15

Successors and Assigns

The terms and conditions of employment contained in this Agreement shall be binding upon the successors and assigns of the Employer and the provisions, terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Employer or affected or changed in any respect by any changes in the legal status, ownership or management of the Employer.

ARTICLE 16

Strikes, Stoppages and Lockouts

It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement.

Therefore, the Employer agrees that he will not lock out his employees, and the Union agrees that it will not sanction a strike, slowdown or work stoppage by the employees covered by this Agreement during the life of this Agreement, provided that in the event any other employees of the Employer engage in or refuse to work, place or maintain pickets at or on the Employer's premises during the course of an authorized, lawful and primary strike, then any refusal to work or failure to cross such picket line by members of the Union (Office and Professional Employees International Union, Local #32, AFL-CIO) shall not be considered violation of this Agreement, any other language to the contrary notwithstanding.

ARTICLE 17

Uniforms

Employees shall maintain a neat and clean appearance at all times and wear their uniforms in the prescribed manner.

The Employer shall furnish uniforms to Rental Sales Agents. New uniforms will be issued once a year, if necessary. Consideration will be given to providing warmer uniforms for airport personnel.

Employees shall receive a uniform cleaning allowance of thirty dollars (\$30.00) per month.

Customer Service Representatives only will receive a shoe allowance of sixty (\$60) dollars per year (for the purchase of slip resistant outdoor shoes).

ARTICLE 18

Sick Pay

Section 1

Employees with more than five (5) years of service shall receive six (6) days of sick pay each year. Employees with more than five (5) years of service are entitled to carryover a maximum of two (2) unused sick days into the succeeding year.

Section 2

Employees with less than five (5) years of service will receive one (1) day of sick pay for each two (2) months worked up to a maximum of six (6) days for each year of employment. Employees will begin earning sick pay the first of the month following completion of their probation.

Section 3

Employees with ten (10) years or more of seniority will receive a total of nine (9) days of sick pay each year. This increase in sick pay upon the employee's ten (10) year anniversary shall not apply to any employee hired on or after December 5, 2017.

Section 4

Unused sick pay will be paid at the applicable rate at the end of each calendar year.

ARTICLE 19

Jury Duty

Employees required to perform jury duty shall be paid the difference between their compensation for jury duty and their regular pay for all time spent on actual jury service.

ARTICLE 20

Bulletin Boards

The Union may post notices of Union meetings and other routine Union notices on the Employer's bulletin boards.

ARTICLE 21

No Discrimination

The Employer and the Union agree not to discriminate against any employee because of race, color, creed, religion, sex, sexual orientation, disability, veteran status or national origin.

ARTICLE 22

Separability

If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 23

General

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 24

Management Rights

The management and operation of the stations rests solely and exclusively with the Company. The Company shall have, subject to the limitations of this Agreement, the right to hire, promote, demote, assign work, discipline, suspend, discharge for cause, transfer employees when increasing the working forces, to direct the working force, to require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to control and regulate the use of all equipment and other property of the Company. In addition, the location of plants, the schedules, methods, processes and means of operations are solely and exclusively the responsibility of the Company.

ARTICLE 25

Wages

Wage rates have been established by negotiations and agreement between the Company and the Union and are contained in APPENDIX "A" attached hereto and made a part hereof.

ARTICLE 26

Management Trainees

It is agreed that management trainees may be employed to work at the rental counters provided that there are not more than two (2) at the airport and two (2) downtown for a period not to exceed sixty (60) days. Management trainees will not be employed where such employment would create a displacement of a Union member. The Company shall advise the Union on each occasion that such a position is being filled.

ARTICLE 27

Driver's License

It is agreed that each Rental Sales Agent must have a valid driver's license to operate automobiles as a condition of employment.

ARTICLE 28

Part-Time Employees

Part-time employees may be employed up to twenty-nine (29) hours per week and will not be included in the Health and Welfare Plan. The total number of part-time employees will not exceed thirty percent (30%) of the bargaining unit. Part-timers will not be used to displace present full-time employees. Full-time employees, using their seniority, may bump part-time employees in the event of a layoff. Part-time employees will be entitled to paid time off benefits on a pro-rata basis based on hours worked.

A full-time employee may transfer to an open, available part-time position. Upon transfer, the full-time employee's full-time seniority date will be frozen. The employee will then accrue seniority, on a pro-rated basis, based on hours worked as a part-time employee.

Should any full-time job openings occur in the same classification, part-time employees shall be given preference to fill such openings based on date of hire as a part-time employee. In such cases, the employee's full-time seniority will commence at the point at which the individual begins full-time employment. For purposes of paid time off benefit eligibility, there will be a one

(1) time adjustment based on hours worked as a part-time employee. (Note, in the event the employee was previously full-time, transferred to part-time then transfers back to full-time, the employee will retain his original frozen full-time seniority date upon transfer to part-time plus give credit for time worked as a part-time employee.) The employee will fill the available full-time shift until the next scheduled shift bid.

ARTICLE 29

Pension Plan

Section 1

Full-time employees hired before October 31, 2005 are eligible to participate in the Company's Pension Plan as follows:

Employees Hired Prior to December 31, 1974:

- Effective May 16, 2006, the benefit will be \$26 for credited service dating back to October 13, 1970;
- Effective October 14, 2010, the benefit will be \$27 for credited service accrued prospectively after October 14, 2010.
- Effective October 14, 2011, the benefit will be \$30 for credited service accrued prospectively after October 14, 2011
- Effective October 14, 2018, the benefit will be \$31 for credited service accrued prospectively after October 14, 2018
- Effective October 14, 2019, the benefit will be \$32 for credited service accrued prospectively after October 14, 2019
- Effective October 14, 2020, the benefit will be \$33 for credited service accrued prospectively after October 14, 2020

Employees Hired After December 31, 1974:

- Effective October 14, 2001, the benefit will be \$19.00 for credited service dating back to October 13, 1970;
- Effective October 14, 2010, the benefit level will be \$20 for credited service accrued prospectively after October 14, 2010.
- Effective October 14, 2018, the benefit will be \$21 for credited service accrued prospectively after October 14, 2018
- Effective October 14, 2019, the benefit will be \$22 for credited service accrued prospectively after October 14, 2019

- Effective October 14, 2020, the benefit will be \$23 for credited service accrued prospectively after October 14, 2020

Employees Hired After November 14, 1990 but Before October 21, 2005:

- Effective October 14, 2001, the benefit will be \$15.00 for credited service dating back to October 13, 1970;
- Effective October 14, 2002, the benefit will be \$17.00 for credited service accrued prospectively after October 14, 2002;
- Effective October 14, 2003, the benefit will be \$19.00 for credited service accrued prospectively after October 14, 2003;
- Effective October 14, 2004, the benefit will be \$21.00 for credited service accrued prospectively after October 14, 2004;
- Effective October 14, 2005, the benefit will be \$22.00 for credited service accrued prospectively after October 14, 2005;
- Effective October 14, 2006, the benefit will be \$23.00 for credited service accrued prospectively after October 14, 2006;
- Effective October 14, 2005, the benefit will be \$24.00 for credited service accrued prospectively after October 14, 2005;
- Effective October 14, 2010, the benefit will be \$25.00 for credited service accrued prospectively after October 14, 2010;
- Effective October 14, 2013, the benefit will be \$26.00 for credited service accrued prospectively after October 14, 2013;
- Effective October 14, 2018, the benefit will be \$27.00 for credited service accrued prospectively after October 14, 2018
- Effective October 14, 2019, the benefit will be \$28.00 for credited service accrued prospectively after October 14, 2019
- Effective October 14, 2020, the benefit will be \$29.00 for credited service accrued prospectively after October 14, 2020

Section 2

For employees hired after October 31, 2005, such employees are eligible to participate in the Company's Voluntary Investment 401K Savings Plan with a match of \$0.30 for every \$1.00 contributed up to 6%. Such employees are governed by the rules of the Plan.

ARTICLE 30

Avis Voluntary Investment Savings Plan for Bargaining Unit Employees

The Company has established and made available to eligible employees the Avis Voluntary Investment Savings Plan (401K Plan). The plan is governed by official plan documents authored by the Employer.

ARTICLE 31

Accident and Sickness Insurance

Employees may elect the Company's Short Term Disability Plan under the rules of said Plan.

ARTICLE 32

Court Appearances

In the event an employee is required to appear in a court on behalf of the Company, such employee shall not suffer any loss of wages and shall be reimbursed for any expenses incurred incidental to such appearance.

If such appearance is required and takes place during her normal scheduled work hours, the employee shall receive a minimum of four (4) hours' wages and incidental expenses.

ARTICLE 33

Duration and Termination

This AGREEMENT shall become effective October 14, 2017 and shall continue in full force and effect until October 13, 2021. Thereafter, it shall renew itself for yearly periods unless written notice is given by either party to the other not less than sixty (60) days but not more than seventy-five (75) days prior to the expiration date or any extension thereof that it is desired to terminate or amend the Agreement. In the event that such notice is given and negotiations for a new contract are not completed prior to the expiration date, this Agreement shall terminate unless extended by mutual agreement of the parties.

AVIS RENT A CAR SYSTEM, LLC	OFFICE PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32
By:  Aiko Bunn, Vice President, Labor Relations	By:  Sharon Eastwick, Secretary-Treasurer

APPENDIX A

Wages

- A. Employees with one (1) or more years of service as of October 14, 2017 will receive the following increases to his/her base hourly rate:

<u>10/14/17</u>	<u>10/14/18</u>	<u>10/14/19</u>	<u>10/14/20</u>
\$.60*	\$.60	\$.55	\$.60

* Increases for 10/14/17 are retroactive on hours worked and/or paid for employees on the payroll on the date of ratification of the agreement.

- B. Employees who have been selected as a Lead will continue at the discretion of the Company. Such employees will receive a premium of one dollar twenty-five cents (\$1.25) per hour. This increase is effective on ratification. Rental Sales Associates only who work behind the Preferred Counter will receive a differential of one dollar fifty cents (\$1.50) per hour.
- C. A shift differential will be paid for all hours worked to employees who are scheduled and do work the midnight shift, as designated by the Company, as follows:

RSA: \$.50 per hour

CSR: \$.25 per hour

This differential is effective on ratification.

- D. Employees with less than one (1) year of service as of October 14, 2017 and hired thereafter will be paid the following minimum rates of pay:

Start	\$11.25
6 Months	\$11.50
12 Months	\$12.00

* NOTE: Any employee with less than one (1) year of service as of October 14, 2017 will be adjusted to the appropriate rate as set forth above. Increases for 10/14/17 are retroactive on hours worked and paid for employees on the payroll on the date of ratification of the agreement.

APPENDIX B

Drugs and Alcohol Procedure

The Employer reserves the right to require applicants for employment to submit to drug and/or alcohol testing as a condition of employment.

The Employer also reserves the right to require employees to submit to drug and/or alcohol testing based upon management's determination that there is reasonable cause to believe that an employee has used alcohol or illegal drugs in a manner that impacts the workplace, job performance or public safety. Before the Employer requires that an employee submit to drug and/or alcohol testing, it will make a reasonable good faith attempt to have a Union representative present. In addition, if the shop steward is not on the premises at the time, a good faith attempt will be made to contact him/her at home to notify him/her of the matter. An employee's refusal to submit to testing shall result in the employee's discharge.

Reasonable cause means cause based on specific personal observations that the Employer representative can describe concerning appearance, behavior, speech, or breath odor of the employees. Cause is not reasonable and thus not a basis for testing if it is based solely on third party observation.

Should a question arise concerning whether the Employer has reasonable cause, it shall be subject to the grievance and arbitration procedure of this Agreement.

APPENDIX C

Vacation Pay and Vacation Eligibility

During the re-negotiations for the labor agreement dated October 14, 1996 to October 14, 1999, several questions were raised concerning vacation. This Appendix is to address these concerns.

1. Vacations are an earned benefit (i.e., you earn vacation time off by working)
2. How many weeks an employee is entitled to is based on his or her seniority with the company (i.e., one (1) week, two (2) weeks, three (3) weeks, or four (4) weeks).
3. Vacation pay is determined by how many hours an employee works in their prior anniversary year. If an employee works one thousand nine hundred (1,900) hours or more, they will receive one hundred percent (100%) of their weekly earnings for each week of vacation to which they are entitled. An employee who works less than one thousand nine hundred (1,900) hours will receive a proration of their weekly pay for each week of vacation.
4. Any employee who, because of a lengthy absence, has earned less than one hundred percent (100%) of their vacation pay may elect to combine their weeks of vacation pay.

MEMORANDUM OF AGREEMENT

Four/Ten Hour Shifts

Employees who work a four (4) / ten (10) hour shift schedule will be compensated for paid time off days as follows:

Fixed Holidays (e.g., New Years, New Years' Day, Good Friday/Yom Kippur, Memorial Day)

When the fixed holiday falls on the employee's regularly scheduled work day, the Company will pay the employee ten (10) hours holiday pay for the day, even if the employee bids not to work the day. If the employee bids or is scheduled to work the fixed holiday, the employee must work a ten (10) hour schedule that day. The manager will determine the start and end time of the ten (10) hour shift. When the fixed holiday falls on the employee's day off, the Company will pay the employee eight (8) hours holiday pay for the day.

Example 1: Employee works a 4/10 schedule of Monday, Tuesday, Wednesday and Thursday. Memorial Day falls on Monday. The Employee will receive ten (10) hours holiday pay for Memorial Day. If the Employee bids to take the day off, the Employee's paycheck will reflect forty (40) hours as follows:

Monday:	10 hours Holiday Pay
Tuesday:	10 hours Straight-Time Pay
Wednesday:	10 hours Straight-Time Pay
Thursday:	10 hours Straight-Time Pay
Total:	40 hours

Example 2: Employee works a 4/10 schedule of Monday, Tuesday, Wednesday and Thursday. Christmas falls on a Saturday. The Employee's paycheck will reflect forty-eight (48) hours as follows:

Monday:	10 hours Straight-Time Pay
Tuesday:	10 hours Straight-Time Pay
Wednesday:	10 hours Straight-Time Pay
Thursday:	10 hours Straight-Time Pay
Saturday (Christmas):	8 hours Holiday Pay
Total:	48 hours

Floating Holidays (Personal Days)

Employees who work a 4/10 schedule will be paid ten (10) hours for the use of a floating holiday.

Vacation Days

One weeks' vacation for an employee who works a 4/10 schedule is 4 days paid at 10 hours per day. Employees who work a 4/10 schedule will take vacation days in weekly increments like all other employees. If the employee is eligible to take one weeks' vacation in single days, the employee will be eligible to use 4 single days paid out at 10 hours per day.

MEMORANDUM OF AGREEMENT

Pension Plan

(Karen Hansen and Stephany Garland Only)

Effective October 14, 2011, the benefit level for Karen Hansen and Stephaney Garland (only) will be \$30 for credited service accrued prospectively after October 14, 2011.